

REQUEST FOR PROPOSAL (RFP)

STATEWIDE MEDIA AND COUNTER-MARKETING CAMPAIGN TOBACCO PREVENTION AND CONTROL USE PROGRAM

RFP # 0439-DPH-SM

**Issued by:
STATE OF WISCONSIN
Department of Health and Family Services
Division of Public Health**

**Proposals must be submitted
no later than 4:30 PM C.S.T.
March 26, 2004**

**For further information regarding this
RFP contact Tom Conway at (608) 267-3860**

LATE PROPOSALS WILL BE REJECTED

FAXED PROPOSALS WILL NOT BE ACCEPTED

E-MAILED PROPOSALS WILL NOT BE ACCEPTED

Statutes **PROPOSALS MUST BE SEALED AND ADDRESSED TO:**

Division of Public Health
 Depart of Health and Family Services
 P.O. Box 2659
 Madison, WI 53701-2659

REQUEST FOR PROPOSAL

THIS IS NOT AN ORDER

PROPOSER (Name and Address)

☐ Remove from proposer list for this commodity/service. (Return this page only.)

Proposal envelope must be sealed and plainly marked in lower corner with due date and Request for Proposal # **0439-DPH-SM** proposals will be rejected. Proposals MUST be date and time stamped by the soliciting purchasing office on or before the date and time that the proposal is due. Proposals dated and time stamped in another office will be rejected. Receipt of a proposal by the mail system does not constitute receipt of a proposal by the purchasing office. Any proposal which is inadvertently opened as a result of not being properly and clearly marked is subject to rejection. Proposals must be submitted separately, i.e., not included with sample packages or other proposals. Proposal openings are public unless otherwise specified. Records will be available for public inspection after issuance of the notice of intent to award or the award of the contract. Proposer should contact person named below for an appointment to view the proposal record. Proposals shall be firm for acceptance for sixty (60) days from date of proposal opening, unless otherwise noted. The attached terms and conditions apply to any subsequent award.

Proposals MUST be in this office no later than

March 26, 2004 4:30 PM CT

No Public Opening ☒ XX

Name (Contact for further information)

Tom Conway

Phone **606-267-3860**

Date **03/05/2004**

Quote Price and Delivery FOB

Description

STATEWIDE MEDIA AND COUNTER-MARKETING CAMPAIGN TOBACCO PREVENTION AND CONTROL USE PROGRAM

Payment Terms:

Delivery Time:

☐ We claim minority bidder preference [Wis. Stats. s. 16.75(3m)]. Under Wisconsin Statutes, a 5% preference may be granted to CERTIFIED Minority Business Enterprises. Bidder must be certified by the Wisconsin Department of Commerce. If you have questions concerning the certification process, contact the Wisconsin Department of Commerce, 5th Floor, 201 W. Washington Ave., Madison, Wisconsin 53702, (608) 267-9550.

☐ We are a work center certified under Wis. Stats. s. 16.752 employing persons with severe disabilities. Questions concerning the certification process should be addressed to the Work Center Program, State Bureau of Procurement, 6th Floor, 101 E. Wilson St., Madison, Wisconsin 53702, (608) 266-2605.

Wis. Stats. s. 16.754 directs the state to purchase materials which are manufactured to the greatest extent in the United States when all other factors are substantially equal. Materials covered in our bid were manufactured in whole or in substantial part within the United States, or the majority of the component parts thereof were manufactured in whole or in substantial part in the United States.

☐ Yes ☐ No ☐ Unknown

In signing this proposal we also certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit a proposal; that this proposal has been independently arrived at without collusion with any other proposer, competitor or potential competitor; that this proposal has not been knowingly disclosed prior to the opening of proposals to any other proposer or competitor; that the above statement is accurate under penalty of perjury. We will comply with all terms, conditions and specifications required by the state in this Request for Proposal and all terms of our proposal.

Name of Authorized Company Representative (Type or Print)

Title

Phone ()

Fax ()

Signature of Above

Date

Federal Employer Identification No.

Social Security No. if Sole Proprietor (Voluntary)

This form can be made available in accessible formats upon request to qualified individuals with disabilities.

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PART I

1. GENERAL INFORMATION

1.0 INTRODUCTION, PURPOSE AND BACKGROUND

The purpose of this document is to provide interested parties with information to enable them to prepare and submit a proposal for an Integrated Statewide Media and Counter-marketing Campaign to reduce tobacco use in Wisconsin. The Department of Health and Family Services (DHFS) intends to use the results of this process to award a contract for a Statewide Media and Counter-marketing Campaign.

The DHFS is responsible for developing a statewide strategic plan, allocating funds to state and local initiatives, and monitoring the impact of funded programs. Through the development of the strategic plan, the Department has chosen to implement a comprehensive plan to combat tobacco use and promotion in Wisconsin. The Department requires all funded programs to adhere to the strategies and indicators of success outlined in their strategic plan. In addition, the Department is especially interested in supporting research-based programs and programs that support community action.

Funding for this RFP is made available through funding provided by the annual General Purpose Revenue (GPR) appropriation and Department allocation. All funds are subject to Legislative action.

Media and marketing are effective in changing awareness, attitudes and behavior and have been an essential component of other successful tobacco control programs. The DHFS will fund an aggressive statewide media and counter-marketing campaign to promote campaigns in the following areas:

- 1) Preventing and reducing youth tobacco use, including but not limited to tobacco industry targeting of youth;
- 2) Promoting compliance with tobacco retail laws, including but not limited to the promotion of effective retailer policies and community enforcement of state law;
- 3) Treating nicotine addiction;
- 4) Preventing and reducing tobacco use in disparately impacted populations, including but not limited to communities of color and low socioeconomic status populations; and
- 5) Protecting residents from the health and economic impacts of secondhand smoke.

Tobacco use is the leading preventable cause of death in Wisconsin. Over 7,300 Wisconsin residents die each year, and direct health care costs and lost productivity attributed to tobacco use are estimated at \$3.0 billion annually in Wisconsin. This statewide campaign will promote community and state action to prevent and reduce tobacco use and exposure to secondhand smoke.

1.1 AVAILABLE FUNDS

Approximately \$2.1 million is available for the initial contract period, which is estimated as the period: May 1, 2004-June 30, 2005.

1.2 ISSUING AGENCY

This RFP is issued for the State of Wisconsin by the DHFS/DPH. The DHFS is the sole point of contact for the State of Wisconsin during the selection process.

1.3 PROGRAM GOALS

The Department's Tobacco Prevention and Control Use Program will secure a vendor to oversee an integrated media/counter-marketing campaign to, in coordination with the program's other components, achieve the following goals

1.3.1 Preventing Youth Tobacco Use

1. Preventing and reducing youth tobacco use:
 - By 2005, fewer than 22% of high school students will be current smokers.
 - By 2005, fewer than 25% of middle school students will report “ever smoking.”
 - By 2005, at least 85% of all retailers will not sell cigarettes to minors.

1.3.2. Promoting Cessation Services

1. Treating nicotine addiction:
 - By 2005, fewer than 18% of adults will be current smokers.
 - By 2005, fewer than 64.1 packs per capital will be consumed annually in Wisconsin.
 - The Wisconsin Tobacco Quit Line will receive an average of least 50 calls per day.
 - Preventing and reducing tobacco use in populations disparately impacted by tobacco.

1.3.3. Protecting from Exposure to Environmental Tobacco Smoke

1. Protecting residents from the health and economic impacts of secondhand smoke:
 - By 2005, 100% of state and municipal government buildings and vehicles will be smoke-free.
 - By 2005, at least 90% of Wisconsin adults will report working in smoke-free workplaces.

1.4 PROJECT DESIGN REQUIREMENTS

Successful proposers will be responsible for developing and proposing a media campaign the following:

- *Demonstrating the creative, organizational and technical capacity to develop and execute a statewide media and counter-marketing campaign.* The contractor must have the organizational capacity and expertise to conduct a statewide, integrated media and social marketing campaign addressing youth prevention, adult and youth cessation, and the elimination of second-hand smoke. This capacity includes relationships with regional and local media outlets, in-house staff capacity, experience with health and/or tobacco prevention and control related campaigns, and familiarity with tobacco-specific messages and campaigns. Successful proposers will utilize some or all of the following depending on the most effective medium for the specific campaign component: television advertisements, print advertisements, radio advertisements, internet advertisements, direct mail, or other media.
- *Overseeing all components of the campaign.* The contractor will be responsible for working with state and local partners to develop messages. In addition, the contractor will be responsible for working with other funded programs to assure consistency of messages and resources.
- *Developing, coordinating and implementing media buys.* The contractor will provide detailed plans for all media buys and objectives. The contractor will agree to charge net rates for all media purchases.
- *Working with Department-approved planning teams and work groups in the development of media campaign strategies and plans.* Planning teams and work groups will work with the contractor staff to develop messages and processes consistent with Department intent. These planning entities will advise the media contractor and also provide feedback on the campaign to the Department.

- *Coordinating statewide media activities with local anti-tobacco coalition efforts.* In order to assure coordination and support of local activities, the contractor will work closely with coalitions in the development of the media campaign strategies, tactics, and materials. In addition, the contractor will provide advance information and regional briefings to local anti-tobacco coalitions prior to the campaign release.
- *Supporting implementation of the Wisconsin Wins program.* The contractor will work with DHFS staff to assure the promotion and implementation of the Wisconsin Wins program.
- *Supporting local earned media and public relations activities in coordination with the Division of Public Health training and technical assistance system.* When requested by DHFS or the local coalition, the contractor will support media and public relations techniques and strategies by local coalitions.
- *Coordinating media activities with national media and counter-marketing activities, particularly the American Legacy Foundation.* The Wisconsin campaign will make efforts to coordinate its activities with border state and national campaigns in order to maximize the impact of its messages and to avoid conflicting efforts within the Wisconsin. The contractor will identify other media activities influencing the state and work to create synergies.

In addition, the Department will consider the capacity of the contractor to work collaboratively with state and local partners to foster collaborative efforts between all components of the Department's comprehensive strategic plan.

1.5 DEFINITIONS

The following definitions are used throughout the RFP.

- 1.5.0 Agency means the Wisconsin Department of Health & Family Services (DHFS).
- 1.5.1 Bureau means the Bureau of Chronic Disease Prevention & Health Promotion, Division of Public Health, Department of Health & Family Services.
- 1.5.2 CDT means Central Daylight Time
- 1.5.3 CST means Central Standard Time.
- 1.5.4 Contractor(s) means the proposer awarded contract(s).
- 1.5.5 Division means the Division of Public Health (DPH), Department of Health and Family Services.
- 1.5.6 Department means the Wisconsin Department of Health & Family Services (DHFS)
- 1.5.7 Media/Counter-marketing Campaign Components means one or more of the media/counter-marketing campaigns defined by DHFS as foci for the Comprehensive Tobacco Prevention and Control Program. They include: 1) Prevention of Youth Tobacco use initiation, Thomas T. Melvin Youth Tobacco Prevention and Education Program "Be-Free from Tobacco" ® and other youth prevention efforts, 2) Prevention of Youth Access to tobacco products, "Wisconsin Wins" program, 3) Promoting clean indoor air policies "Had Enough?", 4) Promoting tobacco cessation services, "Had Enough? Are you ready to quit?" and 5) Highlight the disparate burden of tobacco use in communities of color, "Let's be clear"
- 1.5.8 Program Goals means one or more of the goals defined by DPH as foci for the Comprehensive Tobacco Prevention and Control Program (TPCP). These include: 1) Eliminate exposure to secondhand smoke, 2) Prevent tobacco use initiation by minors, 3) Prevent access to tobacco products by minors, 4) Promote tobacco cessation services for adults and minors who smoke, 5) Identify and eliminate disparities among population groups relative to tobacco use, and (6) as described in 1.3.1
- 1.5.9 Proposer means an eligible proposer submitting a proposal in response to this RFP.

1.6 ELIGIBLE PROPOSERS

Any public entity, nonprofit corporation, coalition of organizations under the auspices of a public agency or nonprofit corporation, tribal governing body of a federally recognized Wisconsin tribe or band of Indians, or an American Indian organization appointed by the tribal governing body, a for-profit corporation with expertise and experience in media, counter-marketing and public relations, and a non-public organization with expertise in tobacco prevention and control.

1.7 CALENDAR OF EVENTS

Listed below are specific and estimated dates and times of actions related to this Request for Proposal (RFP). The actions with specific dates must be completed as indicated unless otherwise changed by the State. In the event that the State finds it necessary to change any of the specific dates and times in the calendar of events listed below, it will do so by issuing a supplement to this RFP. There may or may not be a formal notification issued for changes in the estimated dates and times.

<u>DATE</u>	<u>EVENT</u>
March 8, 2004	Date of release of the RFP. First publishing of Legal Notice in WI State Journal. Date RFP posted to DHFS website Date RFP posted to Vendornet website
March 15, 2004	Second publishing of Legal Notice in WI State Journal
March 17, 2004	Last day for submitting written inquiries. Due date for Letters of Intent (LOI) to propose
March 22, 2004	Vendor conference (Optional)
March 22, 2004	Notification to vendors of : 1) any supplements and/or revisions to the RFP, 2) written answers to written questions and conference inquiries, if vendor conference held.
March 26, 2004	Due date for proposals from vendors.
March 29, 2004	Proposals distributed to review panel members.
April 5, 2004	Evaluation materials due from review panel members
April 7, 2004 (est)	Interviews by invited vendors (Optional)
April 7, 2004 (est)	Demonstrations by invited vendors (Optional)
April 7, 2004 (est)	Selection recommendation to Administrator, if no interviews or demonstrations required.
April 9, 2004 (est)	Notification of intent to award contract sent to proposers.
April 12-16, 2004	Public Inspection of Proposals (for one week, beginning the day of mailing the notice of intent to award letter.
May 1, 2004 (est)	Contract Start Date. Initial contract period: May 1, 2004-June 30, 2005.

2. SPECIAL PROGRAM REQUIREMENTS

2.0 CONFLICT OF INTEREST STATEMENT

Proposers contracting with tobacco companies or subsidiaries of tobacco companies of tobacco firms in the business of promoting tobacco are not eligible to submit a proposal.

2.1 CURRENT DHFS MEDIA/COUNTER-MARKETING CAMPAIGNS

The Department currently administers five (5) integrated media campaigns dealing with tobacco prevention and control. Each campaign has a separate purpose, target audience, brand, message(s) and utilizes various media channels.

It is the Department's expectation that the selected proposer will build future media efforts on the message content and media strategies of the current campaigns.

The current DHFS tobacco prevention and control campaigns and their strategic parameters are as follows:

2.11 Thomas T. Melvin Youth Tobacco Prevention & Education Program

Campaign Purpose: Prevent tobacco use initiation by middle school youth

Theoretical Foundation: Inoculation Theory, CDC "Best Practices"

Message(s): "B-Free from Tobacco"
"Don't hang alone, Join a real crowd, only 1 in 10 teens smoke"
"Your little sister wants: your clothes, your hair, your habits."
"If you smoke, she smokes"
"Your habits are her habits"
"If you smoke, you can't play: sports, music, etc."

Brand: "B-Free from Tobacco" ©

Target Audience:

Demographic-
Ages: 11-14 (6th through 8th grades)
Gender: Both, emphasis on girls
Race: All
Ethnicity: All, special emphasis on culturally appropriate messages
Educational Level: All

Geographic:
Statewide
Special Emphasis: disparate burden

Media Channels:

Television- No
Radio- Yes, 125-150 Gross rating Points (GRPs)/week,
Movies- Yes, Movie trailer ads
Print- Yes, small format ads
Outdoor- No
Website- Yes

Linkages to other Media Campaigns: Wisconsin WINS campaign.

Timing: Coordination with the academic year, pulses after Labor day and before Memorial Day

2.12 Wisconsin Wins Program

Campaign Purpose: Prevent Illegal Sales of Tobacco Products to Minors and Comply with Sec. 1926 of the Public Health Service Act (i.e., the Synar Amendment) and administrative regulation (45 CFR Part 96, Tobacco Regulation for Substance Abuse Prevention and Treatment Block Contracts)

Theoretical Foundation: CDC "Best Practices" and 45 CFR Part 96, Final Rule – Background on the Notice of Proposed Rulemaking and Summary of Responses to Public Comment

Message(s): Thank you for doing the right thing i.e. not selling tobacco to minors
It is illegal to sell tobacco to minors. There are penalties for breaking the law forbidding tobacco sales to minors

Brand: Wisconsin Wins (WI Wins)

Target Audience: Primary, Retailers licensed to sell tobacco products;
Secondary. Policy Makers, Law Enforcement Officials, Civic Leaders, Parents, Youth, General Public

Geographic: Statewide

Special Emphasis: Areas with data showing a disproportionate sales of tobacco to minors.

Media Channels: Television- Yes, PSAs
Radio- Yes
Print- Yes
Billboard- Yes
Transit-Not currently
Cinema-Not currently
Direct Mail-Not currently
Telephone-Pulse Survey

Timing: Planning begins at contract commencement; Implementation begins not later than January 1, 2005, ends not later than July 31, 2005.

Linkages to other Media Campaigns: "Be-Free" and "FACT"

2.13 Had Enough? (Secondhand Smoke)

Campaign Purpose: Change social acceptance of exposure to tobacco smoke

Theoretical Foundation: CDC "Best Practices"

Message(s): "It's your right to breathe clean air".
"Secondhand smoke is deadly".

Brand: "Had Enough?"

Target Audience

Demographic:
Age: Adults
Gender: Both
Race: All
Ethnicity: All
Educational Level: All

Geographic:
Statewide
Targeted communities

Socio/Economic: All

Media Channels:
Television- Yes
Radio- Yes
Print- Yes

Linkages to other Media Campaigns:
Had Enough: Cessation
American Legacy Foundation "Truth"

2.14 Cessation, Wisconsin Quit Line

Campaign Purpose: Refer tobacco users who want to quit a link to toll-free "Quit line offering cessation services and referrals to local services.

Theoretical Foundation: Clinical Practices Guidelines, CDC "Best Practices"

Message(s): "If you're ready to quit, we're ready to help".

Brand: "Wisconsin Tobacco Quit Line. "If you're ready to quit, we're ready to help".

Target Audience

Demographic:
Age: All, primarily 18 + years
Gender: Both
Race: All
Ethnicity: All
Educational Level: All, concentrating on high school diploma and below.

Geographic: Statewide

Socio/Economic: All, concentrating on lower socio-economic status (SES).

Media Channels: Television- Yes
Radio- Yes
Print- Yes

Linkages to other Media Campaigns:
Ethnic Campaign, "Let's be clear"
American Legacy Foundation "Cessation"

Timing: Strong emphasis on the periods: September through November and late December through June. Heaviest concentrations on "Smoke-out" and January and February (New Year's Resolutions)

2.15 Let's be Clear

Campaign Purpose: Highlight the disparate burden of tobacco use in communities of color.

Theoretical Foundation: Clinical Practices Guidelines, CDC "Best Practices"

Message(s): "If you're ready to quit, we're ready to help".
"Its your right to breathe clean air"
"Nicotine is addictive; tobacco is deadly"

Brand: "Let's be clear"

Target Audience:

Demographic:

Age: Adult

Gender: Both

Race: All

Ethnicity: African-American, Native American, Latinos and Hmong

Educational Level: All

Geographic:

Statewide

Communities of color

Socio/Economic: All

Media Channels: Television
Radio
Print

Linkages to other Media Campaigns:

Had Enough: Cessation

Had Enough: Clean indoor air

American Legacy Foundation "Truth"

3. GENERAL PROGRAM REQUIREMENTS

The following items are required to assure the continuation of funds. These requirements will form part of the contract to these funds. Failure to comply with these requirements can result in disallowances and/or termination of the agreement for funds.

3.0 ACCEPTANCE OF PROPOSAL CONTENT

A successful proposer who receives this award will be obligated to meet all requirements mandated within this RFP. Mandated requirements include RFP narrative which read "must," "must ensure," "is responsible for ensuring" and any other statement which designates a specific action or expected responsibility.

3.1 ALLOWABLE COSTS

A contract recipient will be required to comply with the Department of Health and Family Services Allowable Cost Policy Manual. An electronic copy is available at:
<http://www.dhfs.state.wi.us/contracts/administration/acpm.htm>.

3.2 CAPITAL EQUIPMENT

DHFS defines "capital equipment" as an asset whose total acquisition costs exceeds \$5000, and has a useful life in excess of two (2) years.

DHFS does not anticipate that the successful proposal will require the acquisition of any capital equipment.

3.3 ADMINISTRATIVE COSTS

The contract recipient may use no more than 10% of contract funds for administrative costs.

The proposer must provide a definition of the cost elements of administrative costs.

3.4 REPORTS

DHFS will require both programmatic and fiscal activity reports from the selected proposer to document the satisfactory meeting of project objectives, in accordance with the proposal.

Reporting requirements will be specified in the agreement between the successful vendor and the DHFS. Failure of the successful vendor to accept these obligations may result in cancellation of the award.

The contractor shall, at the option of the DHFS, appear before the DHFS to clarify findings and to answer any questions at any time during the contract agreement or after the contract agreement is completed.

3.5 NEWS RELEASES

News releases pertaining to this award or any part of the proposal shall not be made without the prior written approval of the DHFS.

Copies of any news releases regarding this contract during the contract year(s) will be submitted to the DHFS for approval.

3.6 SUBCONTRACTING

The prime contractor shall be responsible for contract performance when subcontractors are used. However, when subcontractors are used, they must abide by all terms and conditions of the contract. If subcontractors are to be used, the prime contractor must clearly explain their participation.

3.7 TERMINATION OF AGREEMENT

The DHFS may terminate this agreement at any time at its sole discretion by delivering thirty (30) days written notice to the contract recipient. Upon termination, the Department's liability will be limited to the pro rata cost of the services performed as of the date of termination plus expenses incurred within the prior written approval of the DHFS. In the event that the contract recipient terminates this agreement, for any reason whatsoever, it will refund to the DHFS within fourteen (14) days of said termination, all payment made hereunder by the DHFS to the contract recipient for work not completed. Such termination will require written notice to that effect to be delivered by the contract recipient to the DHFS not less than thirty (30) days prior to said termination.

3.8 WAIVER OF INFORMALITIES

The DHFS reserves the right to accept or reject any or all responses to the RFP, waive minor informalities and to accept only the most qualified proposals in the judgement of the DHFS. The determination of whether an RFP condition is substantive or a mere formality shall reside solely with the DHFS.

3.9 REASONABLE ACCOMMODATIONS

The DHFS will provide reasonable accommodations, including the provision of informational material in alternative format, for qualified individuals with disabilities. For special needs contact: Tom Conway at (608) 267-3860.

3.10 TERMS AND CONDITIONS

Proposers must read the Standard Terms and Conditions Form (DOA-3054) and the Supplemental Standard Terms and Conditions (DOA 3681) and must agree to the terms and conditions contained therein.

3.11 VENDORNET

The State of Wisconsin's purchasing information and vendor notification service is available to all businesses and organizations that want to sell to the state. Anyone may access VendorNet on the Internet at <http://vendornet.state.wi.us> to obtain information on state purchasing practices and policies, goods and services that the state buys, and tips on selling to the state. Vendors may use the same Web site address for inclusion on the bidders list for goods and services that the organization wants to sell to the state. A subscription with notification guarantees the organization will receive an e-mail message each time a state agency, including any campus of the University of Wisconsin System, posts a request for bid or a request for proposal in their designated commodity/service area(s) with an estimated value over \$25,000. Organizations without Internet access receive paper copies in the mail. Increasingly, state agencies also are using VendorNet to post simplified bids valued at \$25,000 or less. Vendors also may receive e-mail notices of these simplified bid opportunities.

If questions exist about VendorNet, call the VendorNet Information Center at 1-800-482-7813 or, for Madison area organizations call 264-7898.

3.12 INITIAL CONTRACT PERIOD AND RENEWAL OPTIONS

The contract shall be effective on the date indicated on the contract, which is estimated to be May 1, 2004 and shall run from that date until June 30, 2005.

There may be four (4), one (1) year renewal options, assuming both the availability of funds and contractors' satisfactory performance by mutual agreement of the agency and contractor, to renew for additional one year periods.

3.13 INITIAL CONTRACT AMOUNT

The initial contract amount is estimated at two point one million dollars (\$2,100,000).

4. CLARIFICATION AND/OR REVISIONS TO THE SPECIFICATIONS AND REQUIREMENTS

Additional information regarding is also available at the DHFS website at <http://www.DHFS.state.wi.us>.

Written questions regarding this RFP must be submitted **in writing by March 17, 2004** to:

Tom Conway, Chief
Section of Chronic Disease Prevention
Bureau of Chronic Disease Prevention and Health Promotion
Division of Public Health
Department of Health and Family Services
P.O. Box 2659
Madison, WI 53701-2659
Fax: 608-266-8925

DHFS expects proposers to raise any questions, exceptions, or additions they have concerning the RFP document at this point in the RFP process.

If a proposer discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this RFP, they should immediately notify the above named individual, in writing, by the date above, of such error and request modification or clarification of the RFP document.

In the event that it becomes necessary to provide additional clarifying data or information, or to revise any part of this RFP, revisions, amendments, and/or supplements will be provided to vendors who have submitted a letter of intent to submit a proposal in accordance with section 3.8 of this RFP.

Each proposal shall stipulate that it is predicated upon the terms and conditions of this RFP and any supplements or revisions thereof.

Any contact with State employees concerning the RFP are prohibited, except as authorized by the RFP manager during the period from date of release of the RFP until the notice of intent to contract is released.

Violations of these conditions may, at the sole discretion of the Department, be considered sufficient cause for the Department to reject a bid, irrespective of any other consideration.

All written questions submitted on or before March 17, 2004, or at the Vendor Conference will be answered in writing by the State. Questions received after the due dates specified will not be answered. To the extent practicable, proposer's questions will remain as written. However, the Department may consolidate and paraphrase questions received.

Telephone questions are highly discouraged. Any oral responses, information, dates, and/or advice (including telephonic responses, information and/or advice, and any oral responses given during the Vendor Conference) received by a prospective proposer from the Department or Department staff shall not, in any manner whatsoever and whether before or after the release of this RFP, be binding on the State of Wisconsin, unless followed-up and explicitly confirmed and stated in writing by the Contract Administrator.

5. PROPOSAL RESPONSE

5.0 GENERAL INSTRUCTIONS

5.1.1 Proposal Preparation Costs

The State of Wisconsin is not liable for any cost incurred by proposers in replying to this RFP.

5.1.2 Allowable/Unallowable Costs

The State of Wisconsin, Department of Health and Family Services (DHFS) has published and distributed a Financial Management Manual. Chapter B3 describes allowable costs.

The Department has adopted the Federal cost principles to provide guidance on the allowability of all Department contracts, subcontracts and contracts, whether or not the contract, subcontract or contract includes Federal financial assistance. For each kind of organization, local government or tribe, nonprofit agency, educational institution, and commercial organization, there is a set of federal principles for determining allowable costs. Allowable costs are determined in accordance with the cost principles applicable to the organization incurring the costs. The following chart lists the kinds of organizations and the applicable cost principles.

For the costs of a:	Use the principles in:
State, local, or Native American Tribal government	OMB Circular A-87
Private non profit organization other than an 1) institution of higher education; 2) hospital, or organization named in OMB Circular A-122 as not subject to that circular.	OMB Circular A-122
Educational Institution	OMB Circular A-21
For Profit organization, other than a hospital and an organization named in OMB circular A-122 as not subject to that circular	45 CFR Part 31

OMB circulars can be obtained from the U.S. Government Documents office by calling (202) 395-7332. 48 CFR Part 31 can be obtained from larger public libraries or from the Office of Program Review and Audit (OPRA), Department of Health and Family Services, P.O. Box 7850, Madison, WI 534707-7850.

5.1.3 Special Cost/Activity Restrictions

Contractors may not use funds for any of the following costs or activities:

- Development of new smoking cessation materials and/or programs;
- Delivery of smoking cessation services;
- Lobbying activities with the federal, state, or local governments, in accordance with FASA restrictions.

5.1 LETTER OF INTENT (LOI) TO SUBMIT A PROPOSAL

Each proposer contemplating submitting a proposal in response to this RFP shall submit in writing to the individual identified in paragraph 5.3 a letter of intent (LOI) by March 17, 2004 that provides the following information:

- A. Name and business address of the organization or firm submitting the proposal
- B. Name of the organization's or firm's point of contact (POC) for the proposal
- C. The point of contact's telephone number, FAX number and e-mail address.
- D. Statement that Vendor intends to submit a proposal for named RFP

DHFS will use the LOI information to distribute responses to questions or issues raised by potential proposers and to notify proposers of DHFS decisions about this RFP.

5.2 SUBMITTING THE PROPOSAL

Proposers must submit all materials required for acceptance of their proposal by 4:30 P.M. CST Friday, March 26, 2004 to:

Ms. Hollie Mumford, Communications Specialist
Tobacco Prevention and Control Use Program
WI Department of Health & Family Services, Division of Public Health,
Bureau of Chronic Disease Prevention & Health Promotion
1 West Wilson Street P.O. Box 2659
Madison, WI 53701-2659

Proposals must be received in that office by the specified date and time stated above.

DHFS will note the date and time of receipt on the outside package of all proposals received under this RFP.

Receipt of a proposal by the United States Postal Service (USPS), the State of Wisconsin interdepartmental mail system, or a private express mail service shall not constitute receipt of a proposal, for purposes of this RFP.

LATE proposals will be rejected.

FAXED proposals will **not** be accepted.

E-MAILED proposals will **not** be accepted.

There are no exceptions to the above

All proposals must be packaged, sealed and show the following information on the outside of the package:

- Proposer's name and address
- RFP title
- RFP number
- RFP due date

5.4 PROPOSAL ORGANIZATION AND FORMAT

5.4.1 Proposal Format

Proposals shall be on 8.5 by 11 inch white paper, typed, "portrait" orientation, one (1) inch margins top, bottom, left and right, twelve (12) point any style font, one side only, double spaced; each page numbered on the bottom and centered and submitted with each copy stapled once in the upper left corner.

5.4.2 Number of Copies

Proposers shall submit original plus five (5) copies of their proposal.

Proposers shall identify in writing, in the upper right corner of the cover page of each copy as: "original," copy #1, copy #2, etc.

5.4.3 Page Limitation

There is a forty (40) page limitation on proposals. The page limit includes mandatory forms and appendices.

5.4.4 Multiple Proposals

Each proposer shall submit only one (1) proposal.

5.4.5 Supplemental Information

Unless requested by the DHFS, no additional information will be accepted from a vendor after the deadline for submittal of proposals.

6. AWARDING FUNDS INFORMATION

6.0 OVERVIEW

The evaluation and selection of a contractor(s) and award of the contract will be based on the information submitted in the proposal plus references and any required on-site visits or oral presentations.

Failure to respond to each of the requirements in the RFP may be the basis for rejecting a response.

Elaborate proposals (e.g., expensive artwork) beyond that sufficient to present a complete and effective proposal, are not necessary or desired.

6.1 EVALUATION CRITERIA, POTENTIAL POINTS AWARDED AND PROCEDURES

All proposals received will be reviewed on a competitive basis by an evaluation committee and ranked accordingly. The evaluation committee will be responsible for the review and evaluation of technical merit. To be considered for a contract award, an proposal must score at least 85 in the evaluation of proposals, unless the DHFS determines it is in the best interests of the state to make an award to a vendor who scores less than 85 points. Proposals will be reviewed and evaluated according to the criteria stated in Part II Technical Specifications

6.2 MINORITY BUSINESS ENTERPRISES (MBEs)

Proposals from certified Minority Business Enterprises may have points weighed by a factor of 1.00 to 1.05 to provide up to a 5% preference to these businesses.

6.3 PROPOSAL SCORING TECHNICAL SPECIFICATIONS RESPONSE

(Response Requirements detailed in Part II Technical Specifications)

6.3.1 Organizational Experience

Twenty (20) Points maximum

The proposer has fully documented experience in the production, implementation and evaluation of a fully integrated advertising and public relations campaign.

6.3.2 Staffing and Qualifications

Twenty (20) Points Maximum

The proposer or subcontractor, if applicable, either has existing qualified personnel or has proposed a functional staffing and/or volunteer pattern which is capable of supporting program activities. Staff which will be charged to the contract have been fully justified and are reasonable and necessary for carrying out the project. Personnel including volunteers, proposed for this project are or will be well qualified as evidenced by position requirements, education/experience, and/or proposed training plans. For those programs with significant minority populations within the service area, the proposer has made or will make an effort to recruit, hire, and train minority staff/volunteers and provide in-service sensitivity training about cultural diversity for non-minority staff/volunteers.

6.3.3 Problem/Needs Assessment

Twenty (20) points Maximum

The vendor's response shows that they have an excellent understanding of the challenge of tobacco prevention and control use in Wisconsin.

6.3.4 Purpose

Twenty (20) Points Maximum

The purpose of the vendor's project is clearly stated and consistent with the purpose of the RFP. The vendor has made it very clear how it plans to utilize these contract funds to develop a new program or to strengthen their current program. The strategies described are logical, realistic and consistent with the DHFS strategic plan.

6.3.5 Target Populations

Twenty (20) Points Maximum

The target populations described in the proposal is consistent with the stated purpose of the RFP.

6.3.6 Objectives

Twenty (25) Points Maximum

The vendor's objectives are clearly stated, realistic, measurable and are consistent with the Problem/Needs Assessment and the program requirements of this RFP. Objectives can be achieved during the funding period.

6.3.7 Methods and Workplan

Fifty (50) Points Maximum

The methods described in the proposal and work plan are related to the objectives, will facilitate the project's accomplishing what has been proposed, and are sequentially reasonable. Activities in the work plan are clearly assigned to personnel. The methods are consistent with the objectives and can be accomplished given the time frames, staffing patterns, and the budget proposed. Time frames for all tasks and activities in the work plan are appropriate to ensure that sufficient effort is planned. The methods described will assure that services are expanded or enhanced by the addition of staff, staff hours, staff wages or additional volunteers.

6.3.8 Coordinated Service Delivery

Twenty-five (25) Points Maximum

Proposer demonstrates that necessary community and/or regional agencies and organizations have been or will be involved in the planning and execution of the project.

6.3.9 Data Collection and Evaluation Required but No Points allocated

This self-evaluation should follow from the **Objectives** and **Work Plan**. The proposer will discuss a criteria of measurement which will demonstrate if the intended results have or have not been achieved. Data collection and evaluation is not scored.

6.3.10 Budget Summary - Required but No Points allocated

TOTAL POINTS AVAILABLE 200

6.4 PROPOSAL RESPONSE

Proposals submitted in reply to this RFP shall respond to the specifications stated in Part II of this RFP. Failure to respond to the specifications may be a basis for a proposal being eliminated from consideration during the selection process. The DHFS reserves the right to reject any or all proposals to this RFP, waive minor informalities and to accept only the most qualified offer in the judgement of the DHFS. The determination of whether an RFP condition is substantive or a mere formality shall reside solely with the DHFS.

In the event of contract award, the contents of this RFP (including all attachments), RFP addenda and revision and the proposal from the successful vendor(s) will become contractual obligations. The DHFS reserves the right to negotiate the award amount, the programmatic goals, and the budget items with the selected vendor(s) prior to entering into an agreement.

Justifiable modification may be made in the course of the contract agreement only through prior consultation with and written approval of the DHFS. Failure of the successful vendor to accept these obligations may result in cancellation of the award.

6.5 WITHDRAWAL OF PROPOSALS

Proposals may be withdrawn by written notice from the proposer.

Proposals may be withdrawn in person by the proposer or his/her authorized representative, providing his/her identity is made known and he/she signs a receipt for the proposal.

6.6 AWARD PROCEDURES

The Evaluation Committee's scoring will be tabulated and vendors will be ranked according to the numerical score received. All materials will then be presented to DHFS. The DHFS will make a final decision on finalists and if a contract will be awarded. The DHFS reserves the right to reject any or all proposals and to negotiate the award amount, the evaluation process, authorized budget items, and specific programmatic goals with the selected vendors prior to entering into a contract agreement.

6.7 INTENT TO AWARD A CONTRACT

DHFS will notify in writing all vendors who respond to this RFP of the Department's intent to award the contract as a result of this RFP.

After DHFS makes the notification of intent to award, and under the supervision of DHFS staff, copies of all proposals will be available for public inspection during normal business hours from April 12, 2004 through April 19, 2004. See Section 6.8 below.

6.8 PUBLIC INFORMATION

It is the intention of the state to maintain an open and public process in the submission, review and approval of contract awards. All material submitted by vendors will be made available for public inspection after notice of intent to award or not to award a contract based on the evaluation(s) of the proposal which were submitted. This information will be available for public inspection, under supervision, during the normal business hours of **8:30 AM to 4:30 PM CDT**, Monday through Friday (except holidays) from April 12, 2004 through April 16, 2004, in the **Bureau of Chronic Disease Prevention and Health Promotion, Division of Public Health, Department of Health and Family Services, 1 West Wilson Street, Room 233, Madison, Wisconsin 53701-2659.** No proposal submitted to the state may be marked as confidential, and any materials so marked, by being included in the proposal, will be considered public information.

Evaluation tabulation and scoring by individual evaluators will also be open for public inspection, but these scores will not identify individual evaluators.

6.8 APPEALS PROCESS

Notices of intent to protest and protests must be made in writing to the procuring agency. Protestors should make their protests as specific as possible and should identify statutes and Wisconsin Administrative Code provisions that are alleged to have been violated.

Any written notice of intent to protest the intent to award a contract must be filed with the Secretary, Wisconsin Department of Health and Family Services, 1 W. Wilson Street, Room 650, P.O. Box 7850, Madison, WI 53707-7950 and received in that office no later than five (5) working days after the notices of intent to award are issued.

Any written protest must be received within ten (10) working days after the notice of intent to award is issued.

The decision of the Secretary of the Department of Health and Family Services may be appealed to the Secretary of the Department of Administration within five (5) working days of issuance, with a copy of such appeal filed with the procuring agency. The appeal must allege a violation of a Wisconsin statute or a section of the Wisconsin Administrative Code.

PART II TECHNICAL SPECIFICATIONS

1.0 GENERAL INSTRUCTIONS:

Proposers are cautioned that in completing the following Technical Specifications they are to provide as complete information as possible. The only information evaluators will be given about a project is that which is contained within the proposal, and it is that information which will be scored in determining the merits of one proposal over another. For that reason, each copy must be a duplicate of the entire original, including any attachments.

The focus of the funding is to develop and implement a Statewide Media and Counter-marketing Campaign.

2.0 SPECIFIC INSTRUCTIONS:

In order to determine the potential for a proposed project to achieve this aim, proposals must fully address the program requirements and specifications which follow.

Proposal Responses must include the following items submitted in the order listed.

- I. Outline and Table of Contents
- II. Proposal Summary
- III. Abstract
- IV. Narrative
 - Section A - Administration
 - Section B - Program
- V. Detailed Budget Request
- VI. Additional Required Forms

Vendors are required to number all pages and to organize their proposal according to the item order above and following format. This format presentation serves as a guide for proposal contents and facilitates proposal evaluation.

I. OUTLINE AND TABLE OF CONTENT PAGE

PROPOSOR NAME:

PROPOSAL TITLE: **STATEWIDE TOBACCO PREVENTION AND CONTROL USE PROGRAM MEDIA AND COUNTER-MARKETING CAMPAIGN**

	PAGE
I. OUTLINE/ TABLE OF CONTENTS.....	1
II. PROPOSAL SUMMARY.....	2
III. ABSTRACT.....	3
IV. NARRATIVE.....	4
A. ADMINISTRATION.....	
1. ORGANIZATIONAL EXPERIENCE	
2. STAFFING AND QUALIFICATIONS	
B. PROJECT.....	
1. PROBLEM/NEEDS ASSESSMENT	
2. PURPOSE	
3. TARGET POPULATION	
4. OBJECIVES	
5. METHODS/WORKPLAN	
V. BUDGET SUMMARY.....	
VI. REQUIRED FORMS.....	
(Attach completed forms listed below)	
A. Vendor Information DOA 3477	
B. Vendor References DOA 3478	
C. Designation of confidential and proprietary information DOA-3027	
D. DOA Form 3261	
E. ASSURANCES	

II. PROPOSAL SUMMARY

Complete the Proposal Summary form following the instructions below. The Proposal Summary should be the second Section in your proposal.

Proposer Information

- Item 1 Enter the name of the Project Title
- Item 2 The "Proposer" is defined as the legal entity which assumes the liability for the administration of the contract funds and is responsible to the DHFS for the performance of the project activities.
- Item 3 Enter name, address, and telephone number of project director.
- Item 4 Enter name, address, and telephone number of project fiscal agent. The fiscal agent is the individual who is responsible for the receipt and administration of the project funds and for the submission of all fiscal reports to the DHFS.
- Item 5 Enter the Internal Revenue Services number assigned to the organization which is responsible for the employees hired under these project funds.
- Item 6 Enter the area to be served
- Item 7 Check the box which is applicable to the "Proposer" entered under Item 2.
- Item 8 If all or parts of the project will be subcontracted, fill in the name and address of the subcontractor.
- Item 9 Identify proposed sites (city and county). Specific addresses are unnecessary.
- Item 10 Enter the proposed dates for the project.

II. PROPOSAL SUMMARY FORM

Program:			
Date RFP Issued:			
Due Date:			
Section A - PROPOSER INFORMATION			
1. Project Title			
2. Proposer		Telephone	
Street Address	City	State	Zip
3. Project Director		Telephone	
Street Address	City	State	Zip
4. Fiscal Agent		Telephone	
Street Address	City	State	Zip
5. Employer Identification No.			
6. Area to be served:		7. Type of Organization (check one)	
Not applicable		<input type="checkbox"/> State Agency	
		<input type="checkbox"/> Unit of Local Government (specify)	
		<input type="checkbox"/> Private, Non-Profit	
		<input type="checkbox"/> Proprietary or Partnership	
		<input type="checkbox"/> Private, For Profit	
		<input type="checkbox"/> Tribal Reservation	
		<input type="checkbox"/> Other (specify)	
8. If project will be subcontracted, fill in name and address of sub-contractee (s).			
9. If activities are to be conducted at a site other than the Proposer, indicate this in the following space. Performance Site(s):			
10. Dates of Proposed Project Period : May 1, 2004 - June 30, 2005			

III. ABSTRACT

The abstract must be one page only. The information in the abstract should provide a brief description of your project, highlighting the main points from the Detailed Budget Request and Narrative Sections of your proposal.

IV. NARRATIVE

A. ADMINISTRATION

1. Organizational Experience (20 Points Maximum)

In this section of your proposal you are to provide a full discussion of your organization's experience that will demonstrate your capability to do this project.

The narrative should, at a minimum, include the following information:

- How long your organization has been in the advertising business
- Your largest advertising account
- Current advertising clients and the longevity of your relationship
- How long your contractor has had a public relations division
- Current public relations clients and longevity of relationship

2. Staffing and Qualifications (20 points Maximum)

An organization must have sufficient and qualified staff to deliver the services as described. Volunteers, if utilized, must receive training and supervision in order to function effectively.

For those programs with significant minority populations within the service area or who plan to serve American Indian elders, the organization must either have or make an effort to recruit, hire, and train minority staff/volunteers and provide in-service sensitivity training about cultural diversity for non-minority staff/volunteers.

The narrative should, at a minimum, include a description of:

- your organization's current and proposed organizational structure and staffing pattern;
- provide an organizational chart which indicates current and proposed positions that will implement this project;
- the responsibilities and qualifications of all new or existing position(s) which will be involved in the project;
- if you are hiring new staff, discuss why the position(s) is/are needed;
- if you plan to hire new staff to work in the project, describe your hiring practices, which will ensure the position(s) will be filled within 6 weeks of the date of the contract award. If position(s) cannot be filled within the 6 weeks timeframe, estimate the time you will need to fill the position(s) and how the project can be implemented prior to the hiring of the new staff.

B. PROJECT

1. Problem/Needs Assessment (20 points maximum)

An organization must demonstrate that they have an excellent understanding of the challenge of tobacco control in Wisconsin.

The narrative should, at a minimum, include:

- a clear discussion of how your organization can help meet the goals of the DHFS
- include any data available to document the problems or unmet need you intend to address
- a full discussion of how your organization will work with other DHFS partners and coalitions in implementing the media and counter-marketing campaign.

2. Purpose (20 points maximum)

The purpose of the project must be clearly stated and consistent with the purpose of the RFP.

The narrative should, at a minimum, include:

- a statement of purpose for your organization's proposed project and how contract funds will be used to achieve the stated purpose;
- a discussion of strategies your project will use to address the problems and unmet needs you have identified; state why these strategies will be effective; discuss how you plan to overcome obstacles or barriers to implementing a tobacco specific media and counter-marketing campaign; and state what you anticipate as the overall impact of your project; and

3. Target Populations (20 points maximum)

The proposed target population must be consistent with the stated purpose of the RFP. If the proposal is for funds to expand or enhance the scope of existing programs, the proposal must identify the programs new target population and the organization must identify a reasonable number of new individuals to be served by the program. Specific demographic information about the target populations.

The narrative should, at a minimum, include:

- a description of the target population(s) your project will serve (see above);
- partners within the target populations you wish to engage to ensure impact and an understanding of the messages
- describe the geographic boundaries and special characteristics in which the target population is located.

4. Objectives (25 points maximum)

The vendor's objectives are clearly stated, realistic, measurable and are consistent with the Problem/Needs Statement and the program requirements of this RFP.

When writing narrative for this section, keep in mind that:

- planning objectives should connect with the problem/needs statement and the stated purpose of the project;
- planning objectives are also a link between the problem statement and the workplan;
- the statement of a measurable objective should describe objectives or intended results within the framework of four particular limits:
 1. WHO or WHAT you intend to affect;
 2. IN WHAT WAY they will be affected by fulfillment of the objective
 3. The amount of TIME the objective will take to achieve;
 4. A CRITERIA OF MEASUREMENT by which you can demonstrate that the intended results have or have not been achieved.
- components of project objectives include: 1) a description of a task or what someone will receive, 2) what activity or product will result, 3) time frame, 4) number of people or agencies who will participate in the development and implementation of the media and counter-marketing campaign, and 5) group or individual who will perform the task or be the recipient(s) of the activities or product.

5. Methods/Work Plan (50 points maximum)

The methods described in the proposal and work plan must be related to the objectives, must facilitate the project's accomplishing what has been proposed, and must be sequentially reasonable. The methods described must assure that services are expanded or enhanced by the addition of staff, staff hours, staff wages or additional volunteers. Activities in the work plan are to be clearly assigned to personnel. The methods must be consistent with the objectives and can be accomplished given the time frames, staffing patterns, and the budget proposed. Time frames for all tasks and activities in the work plan must be appropriate to ensure that sufficient effort is planned.

When writing narrative for this section, keep in mind that:

- a method or work plan describes the means used to implement the objective -- your method/work plan must detail all tasks, activities and procedures in a logical progression that will be used to achieve the objective;
- the method/work plan must include the assignment of responsibility to specific personnel and the timetable for each task or activity to be started and to be completed; and
- the proposer must identify who will be responsible for providing supervision to ensure tasks/activities are completed.

The form on the next page is to be used to lay out your objectives and work plan:.

Project Objectives, Tasks and Activities **Workplan Form**

PROJECT OBJECTIVE:

	WORKPLAN		
TASKS/ACTIVITIES	Timeframe (include start date and completion date unless task is on-going)	Responsible Party	Expected outcome

6. Coordinated Service Delivery (25 points maximum)

Necessary local, county and/or regional agencies and organizations must be involved in the planning and execution of the project to achieve a coordinated approach aimed at a coordinated program delivery system in the geographic area covered by the project. The proposal must include letters of cooperation or inter-organization agreements from all agencies whose involvement is essential for the success of the project.

The narrative should, at a minimum, include:

- a description of how your organization will work (as appropriate) with local, county, tribal and/or regional agencies and organizations;
- a detailed explanation as to how these coordination efforts will relate to your proposal; and

7. Data Collection and Evaluation (not scored)

This self-evaluation should follow from the **OBJECTIVES** and **WORK PLAN** and should discuss how you plan to evaluate your project.

The narrative should, at a minimum, include:

- Who will be responsible for collecting and analyzing the data; and,
- Who will be responsible for supervising the data collection and evaluation and for taking corrective actions based on the results of the self-evaluation

V. BUDGET SUMMARY (0 Points)

<u>Budget Category</u>	<u>Budget Period</u> May 1, 2004-June 30, 2004	<u>Budget Period</u> July 1, 2004-June 30, 2005
1. Salaries and Wages		
2. Fringe Benefits		
3. Travel		
4. Equipment		
5. Supplies and Services		
6. Contractual/Consultant		
7. Training		
8. Advertising		
9. Other		
10. Total		
Name, title and telephone number of official authorized to commit proposer organization to this agreement		
Typed Name of Official		
Telephone Number	Title	
E-mail Address		
Signature	Date	

VI. REQUIRED FORMS

Attach completed forms listed below

- A. ASSURANCES
- B. Standard Terms and Conditions DOA 3054
- C. Supplemental Standard Terms and Conditions DOA 3681
- D. Vendor Information DOA 3477
- E. Vendor References DOA 3478
- F. Designation of confidential and proprietary information DOA-3027

ASSURANCES

WISCONSIN DEPARTMENT OF HEALTH AND FAMILY SERVICES REGULATIONS

(Completion of this form is consistent with the intent of Title VI, Civil Right Act & 45 CFR Part 80)

_____ (Name of Proposer) (hereinafter called the "Proposer") **HEREBY AGREES THAT** it will comply with the following assurances:

The undersigned possesses legal authority and capacity to enter into this contract and a motion has been duly passed as an official act of the governing body of the proposal, authorizing the execution of this agreement, including all understandings and all assurances contained therein, and authorizing the person identified as the official representative for the Proposer to act in connection with the Proposer and to provide such additional information as may be required.

The Proposer agrees that (a) funds contracted as a result of this request are to be expended for the purposes set forth in this proposal and in accordance with all applicable laws, regulations, policies and procedures of the State of Wisconsin or the Federal Funding Agency, as applicable; (b) no expenditures will be eligible for inclusion if occurring prior to the effective date of the contract; funds awarded by the Wisconsin Department of Health and Family Services may be terminated at any time for violation of any terms and requirements of this agreement.

The Proposer ensures compliance with the Title VI of the Civil Rights Act of 1964 (P.L. 88-342), and all requirements imposed by or pursuant to the regulations of the Department of Health and Human Services (45 CFR Part 80) issued pursuant to that title. To that end, and in accordance with Title VI of that act and the regulations, no person in the United States shall, on the grounds of race, color or national origin, be excluded from participating in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity in which the designated organization received federal assistance, or financial assistance from the Department; and **HEREBY GIVES ASSURANCE THAT** it will immediately take any measures necessary to effectuate this agreement.

The Proposer ensures compliance with Title IX of the Education Amendment of 1972 which state that no person in the United States shall, on the basis of sex, be excluded from participating in, be denied the benefit of, or be otherwise subjected to discrimination under any education program or activity for which the Proposer receives or benefits from Federal financial assistance.

The Proposer shall comply with Section 504, Rehabilitation Act of 1973 which prohibits discrimination on the basis of a physical condition or handicap and the Age Discrimination Act of 1975 which prohibits discrimination because of age.

The Proposer shall ensure the establishment of safeguards to prevent employees, consultants, or members of governing bodies from using their position for purpose that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as those with whom they have family, business, or other ties as specified in Wisconsin Statutes 946.10 and 946.13.

Date _____, 200__ Proposer _____

By
Chairman of Department or Comparable Authorized Official

- 1.0 SPECIFICATIONS:** The specifications in this request are the minimum acceptable. When specific manufacturer and model numbers are used, they are to establish a design, type of construction, quality, functional capability and/or performance level desired. When alternates are bid/proposed, they must be identified by manufacturer, stock number, and such other information necessary to establish equivalency. The State of Wisconsin shall be the sole judge of equivalency. Bidders/proposers are cautioned to avoid bidding alternates to the specifications which may result in rejection of their bid/proposal.
- 2.0 DEVIATIONS AND EXCEPTIONS:** Deviations and exceptions from original text, terms, conditions, or specifications shall be described fully, on the bidder's/proposer's letterhead, signed, and attached to the request. In the absence of such statement, the bid/proposal shall be accepted as in strict compliance with all terms, conditions, and specifications and the bidders/proposers shall be held liable.
- 3.0 QUALITY:** Unless otherwise indicated in the request, all material shall be first quality. Items which are used, demonstrators, obsolete, seconds, or which have been discontinued are unacceptable without prior written approval by the State of Wisconsin.
- 4.0 QUANTITIES:** The quantities shown on this request are based on estimated needs. The state reserves the right to increase or decrease quantities to meet actual needs.
- 5.0 DELIVERY:** Deliveries shall be F.O.B. destination freight prepaid and included unless otherwise specified.
- 6.0 PRICING AND DISCOUNT:** The State of Wisconsin qualifies for governmental discounts and its educational institutions also qualify for educational discounts. Unit prices shall reflect these discounts.
- 6.1** Unit prices shown on the bid/proposal or contract shall be the price per unit of sale (e.g., gal., cs., doz., ea.) as stated on the request or contract. For any given item, the quantity multiplied by the unit price shall establish the extended price, the unit price shall govern in the bid/proposal evaluation and contract administration.
- 6.2** Prices established in continuing agreements and term contracts may be lowered due to general market conditions, but prices shall not be subject to increase for ninety (90) calendar days from the date of award. Any increase proposed shall be submitted to the contracting agency thirty (30) calendar days before the proposed effective date of the price increase, and shall be limited to fully documented cost increases to the contractor which are demonstrated to be industrywide. The conditions under which price increases may be granted shall be expressed in bid/proposal documents and contracts or agreements.
- 6.3** In determination of award, discounts for early payment will only be considered when all other conditions are equal and when payment terms allow at least fifteen (15) days, providing the discount terms are deemed favorable. All payment terms must allow the option of net thirty (30).
- 7.0 UNFAIR SALES ACT:** Prices quoted to the State of Wisconsin are not governed by the Unfair Sales Act.
- 8.0 ACCEPTANCE-REJECTION:** The State of Wisconsin reserves the right to accept or reject any or all bids/proposals, to waive any technicality in any bid/proposal submitted, and to accept any part of a bid/proposal as deemed to be in the best interests of the State of Wisconsin.
- Bids/proposals MUST be date and time stamped by the soliciting purchasing office on or before the date and time that the bid/proposal is due. Bids/proposals date and time stamped in another office will be rejected. Receipt of a bid/proposal by the mail system does not constitute receipt of a bid/proposal by the purchasing office.
- 9.0 METHOD OF AWARD:** Award shall be made to the lowest responsible, responsive bidder unless otherwise specified.
- 10.0 ORDERING:** Purchase orders or releases via purchasing cards shall be placed directly to the contractor by an authorized agency. No other purchase orders are authorized.
- 11.0 PAYMENT TERMS AND INVOICING:** The State of Wisconsin normally will pay properly submitted vendor invoices within thirty (30) days of receipt providing goods and/or services have been delivered, installed (if required), and accepted as specified.
- Invoices presented for payment must be submitted in accordance with instructions contained on the purchase order including reference to purchase order number and submittal to the correct address for processing.
- A good faith dispute creates an exception to prompt payment.
- 12.0 TAXES:** The State of Wisconsin and its agencies are exempt from payment of all federal tax and Wisconsin state and local taxes on its purchases except Wisconsin excise taxes as described below.

The State of Wisconsin, including all its agencies, is required to pay the Wisconsin excise or occupation tax on its purchase of beer, liquor, wine, cigarettes, tobacco products, motor vehicle fuel and general aviation fuel. However, it is exempt from payment of Wisconsin sales or use tax on its purchases. The State of Wisconsin may be subject to other states' taxes on its purchases in that state depending on the laws of that state. Contractors performing construction activities are required to pay state use tax on the cost of materials.

- 13.0 GUARANTEED DELIVERY:** Failure of the contractor to adhere to delivery schedules as specified or to promptly replace rejected materials shall render the contractor liable for all costs in excess of the contract price when alternate procurement is necessary. Excess costs shall include the administrative costs.
- 14.0 ENTIRE AGREEMENT:** These Standard Terms and Conditions shall apply to any contract or order awarded as a result of this request except where special requirements are stated elsewhere in the request; in such cases, the special requirements shall apply. Further, the written contract and/or order with referenced parts and attachments shall constitute the entire agreement and no other terms and conditions in any document, acceptance, or acknowledgment shall be effective or binding unless expressly agreed to in writing by the contracting authority.
- 15.0 APPLICABLE LAW:** This contract shall be governed under the laws of the State of Wisconsin. The contractor shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this contract and which in any manner affect the work or its conduct. The State of Wisconsin reserves the right to cancel any contract with a federally debarred contractor or a contractor which is presently identified on the list of parties excluded from federal procurement and non-procurement contracts.
- 16.0 ANTITRUST ASSIGNMENT:** The contractor and the State of Wisconsin recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Wisconsin (purchaser). Therefore, the contractor hereby assigns to the State of Wisconsin any and all claims for such overcharges as to goods, materials or services purchased in connection with this contract.
- 17.0 ASSIGNMENT:** No right or duty in whole or in part of the contractor under this contract may be assigned or delegated without the prior written consent of the State of Wisconsin.
- 18.0 WORK CENTER CRITERIA:** A work center must be certified under s. 16.752, Wis. Stats., and must ensure that when engaged in the production of materials, supplies or equipment or the performance of contractual services, not less than seventy-five percent (75%) of the total hours of direct labor are performed by severely handicapped individuals.
- 19.0 NONDISCRIMINATION / AFFIRMATIVE ACTION:** In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5), Wis. Stats., sexual orientation as defined in s. 111.32(13m), Wis. Stats., or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the contractor further agrees to take affirmative action to ensure equal employment opportunities.
- 19.1** Contracts estimated to be over twenty-five thousand dollars (\$25,000) require the submission of a written affirmative action plan by the contractor. An exemption occurs from this requirement if the contractor has a workforce of less than twenty-five (25) employees. Within fifteen (15) working days after the contract is awarded, the contractor must submit the plan to the contracting state agency for approval. Instructions on preparing the plan and technical assistance regarding this clause are available from the contracting state agency.
- 19.2** The contractor agrees to post in conspicuous places, available for employees and applicants for employment, a notice to be provided by the contracting state agency that sets forth the provisions of the State of Wisconsin's nondiscrimination law.
- 19.3** Failure to comply with the conditions of this clause may result in the contractor's becoming declared an "ineligible" contractor, termination of the contract, or withholding of payment.
- 20.0 PATENT INFRINGEMENT:** The contractor selling to the State of Wisconsin the articles described herein guarantees the articles were manufactured or produced in accordance with applicable federal labor laws. Further, that the sale or use of the articles described herein will not infringe any United States patent. The contractor covenants that it will at its own expense defend every suit which shall be brought against the State of Wisconsin (provided that such contractor is promptly notified of such suit, and all papers therein are delivered to it) for any alleged infringement of any patent by reason of the sale or use of such articles, and agrees that it will pay all costs, damages, and profits recoverable in any such suit.
- 21.0 SAFETY REQUIREMENTS:** All materials, equipment, and supplies provided to the State of Wisconsin must comply fully with all safety requirements as set forth by the Wisconsin Administrative Code, the Rules of the Industrial Commission on Safety, and all applicable OSHA Standards.
- 22.0 WARRANTY:** Unless otherwise specifically stated by the bidder/proposer, equipment purchased as a result of this request shall be warranted against defects by the bidder/proposer for one (1) year from date of receipt. The equipment manufacturer's standard warranty shall apply as a minimum and must be honored by the contractor. The time limitation in this paragraph does not apply to the warranty provided in paragraph 33.0.
- 23.0 INSURANCE RESPONSIBILITY:** The contractor performing services for the State of Wisconsin shall:
- 23.1** Maintain worker's compensation insurance as required by Wisconsin Statutes, for all employees engaged in the work.

- 23.2** Maintain commercial liability, bodily injury and property damage insurance against any claim(s) which might occur in carrying out this agreement/contract. Minimum coverage shall be one million dollars (\$1,000,000) liability for bodily injury and property damage including products liability and completed operations. Provide motor vehicle insurance for all owned, non-owned and hired vehicles that are used in carrying out this contract. Minimum coverage shall be one million dollars (\$1,000,000) per occurrence combined single limit for automobile liability and property damage.
- 23.3** The state reserves the right to require higher or lower limits where warranted.
- 24.0 CANCELLATION:** The State of Wisconsin reserves the right to cancel any contract in whole or in part without penalty due to nonappropriation of funds or for failure of the contractor to comply with terms, conditions, and specifications of this contract.
- 25.0 VENDOR TAX DELINQUENCY:** Vendors who have a delinquent Wisconsin tax liability may have their payments offset by the State of Wisconsin.
- 26.0 PUBLIC RECORDS ACCESS:** It is the intention of the state to maintain an open and public process in the solicitation, submission, review, and approval of procurement activities.
- Bid/proposal openings are public unless otherwise specified. Records may not be available for public inspection prior to issuance of the notice of intent to award or the award of the contract.
- 27.0 PROPRIETARY INFORMATION:** Any restrictions on the use of data contained within a request, must be clearly stated in the bid/proposal itself. Proprietary information submitted in response to a request will be handled in accordance with applicable State of Wisconsin procurement regulations and the Wisconsin public records law. Proprietary restrictions normally are not accepted. However, when accepted, it is the vendor's responsibility to defend the determination in the event of an appeal or litigation.
- 27.1** Data contained in a bid/proposal, all documentation provided therein, and innovations developed as a result of the contracted commodities or services cannot be copyrighted or patented. All data, documentation, and innovations become the property of the State of Wisconsin.
- 27.2** Any material submitted by the vendor in response to this request that the vendor considers confidential and proprietary information and which qualifies as a trade secret, as provided in s. 19.36(5), Wis. Stats., or material which can be kept confidential under the Wisconsin public records law, must be identified on a Designation of Confidential and Proprietary Information form (DOA-3027). Bidders/proposers may request the form if it is not part of the Request for Bid/Request for Proposal package. Bid/proposal prices cannot be held confidential.
- 28.0 DISCLOSURE:** If a state public official (s. 19.42, Wis. Stats.), a member of a state public official's immediate family, or any organization in which a state public official or a member of the official's immediate family owns or controls a ten percent (10%) interest, is a party to this agreement, and if this agreement involves payment of more than three thousand dollars (\$3,000) within a twelve (12) month period, this contract is voidable by the state unless appropriate disclosure is made according to s. 19.45(6), Wis. Stats., before signing the contract. Disclosure must be made to the State of Wisconsin Ethics Board, 44 East Mifflin Street, Suite 601, Madison, Wisconsin 53703 (Telephone 608-266-8123).
- State classified and former employees and certain University of Wisconsin faculty/staff are subject to separate disclosure requirements, s. 16.417, Wis. Stats.
- 29.0 RECYCLED MATERIALS:** The State of Wisconsin is required to purchase products incorporating recycled materials whenever technically and economically feasible. Bidders are encouraged to bid products with recycled content which meet specifications.
- 30.0 MATERIAL SAFETY DATA SHEET:** If any item(s) on an order(s) resulting from this award(s) is a hazardous chemical, as defined under 29CFR 1910.1200, provide one (1) copy of a Material Safety Data Sheet for each item with the shipped container(s) and one (1) copy with the invoice(s).
- 31.0 PROMOTIONAL ADVERTISING / NEWS RELEASES:** Reference to or use of the State of Wisconsin, any of its departments, agencies or other subunits, or any state official or employee for commercial promotion is prohibited. News releases pertaining to this procurement shall not be made without prior approval of the State of Wisconsin. Release of broadcast e-mails pertaining to this procurement shall not be made without prior written authorization of the contracting agency.
- 32.0 HOLD HARMLESS:** The contractor will indemnify and save harmless the State of Wisconsin and all of its officers, agents and employees from all suits, actions, or claims of any character brought for or on account of any injuries or damages received by any persons or property resulting from the operations of the contractor, or of any of its contractors, in prosecuting work under this agreement.
- 33.0 FOREIGN CORPORATION:** A foreign corporation (any corporation other than a Wisconsin corporation) which becomes a party to this Agreement is required to conform to all the requirements of Chapter 180, Wis. Stats., relating to a foreign corporation and must possess a certificate of authority from the Wisconsin Department of Financial Institutions, unless the corporation is transacting business in interstate commerce or is otherwise exempt from the requirement of obtaining a certificate of authority. Any foreign corporation which desires to apply for a certificate of authority should contact the Department of Financial Institutions, Division of Corporation, P. O. Box 7846, Madison, WI 53707-7846; telephone (608) 266-3590.

Supplemental Standard Terms and Conditions DOA 3681

State of Wisconsin Department of Administration
DOA-3681 (01/2001) ss. 16, 19 and 51, Wis. Stats

SUPPLEMENTAL STANDARD TERMS AND CONDITIONS APPENDIX ii

- 1.0 ACCEPTANCE OF BID/PROPOSAL CONTENT:** The contents of the bid/proposal of the successful contractor will become contractual obligations if procurement action ensues.
- 2.0 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION:** By signing this bid/proposal, the bidder/proposer certifies, and in the case of a joint bid/proposal, each party thereto certifies as to its own organization, that in connection with this procurement:
- 2.1** The prices in this bid/proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder/proposer or with any competitor;
 - 2.2** Unless otherwise required by law, the prices which have been quoted in this bid/proposal have not been knowingly disclosed by the bidder/proposer and will not knowingly be disclosed by the bidder/proposer prior to opening in the case of an advertised procurement or prior to award in the case of a negotiated procurement, directly or indirectly to any other bidder/proposer or to any competitor; and
 - 2.3** No attempt has been made or will be made by the bidder/proposer to induce any other person or firm to submit or not to submit a bid/proposal for the purpose of restricting competition.
 - 2.4** Each person signing this bid/proposal certifies that: He/she is the person in the bidder's/proposer's organization responsible within that organization for the decision as to the prices being offered herein and that he/she has not participated, and will not participate, in any action contrary to 2.1 through 2.3 above; (or)

He/she is not the person in the bidder's/proposer's organization responsible within that organization for the decision as to the prices being offered herein, but that he/she has been authorized in writing to act as agent for the persons responsible for such decisions in certifying that such persons have not participated, and will not participate in any action contrary to 2.1 through 2.3 above, and as their agent does hereby so certify; and he/she has not participated, and will not participate, in any action contrary to 2.1 through 2.3 above.
- 3.0 DISCLOSURE OF INDEPENDENCE AND RELATIONSHIP:**
- 3.1** Prior to award of any contract, a potential contractor shall certify in writing to the procuring agency that no relationship exists between the potential contractor and the procuring or contracting agency that interferes with fair competition or is a conflict of interest, and no relationship exists between the contractor and another person or organization that constitutes a conflict of interest with respect to a state contract. The Department of Administration may waive this provision, in writing, if those activities of the potential contractor will not be adverse to the interests of the state.
 - 3.2** Contractors shall agree as part of the contract for services that during performance of the contract, the contractor will neither provide contractual services nor enter into any agreement to provide services to a person or organization that is regulated or funded by the contracting agency or has interests that are adverse to the contracting agency. The Department of Administration may waive this provision, in writing, if those activities of the contractor will not be adverse to the interests of the state.
- 4.0 DUAL EMPLOYMENT:** Section 16.417, Wis. Stats., prohibits an individual who is a State of Wisconsin employee or who is retained as a contractor full-time by a State of Wisconsin agency from being retained as a contractor by the same or another State of Wisconsin agency where the individual receives more than \$12,000 as compensation for the individual's services during the same year. This prohibition does not apply to individuals who have full-time appointments for less than twelve (12) months during any period of time that is not included in the appointment. It does not include corporations or partnerships.
- 5.0 EMPLOYMENT:** The contractor will not engage the services of any person or persons now employed by the State of Wisconsin, including any department, commission or board thereof, to provide services relating to this agreement without the written consent of the employing agency of such person or persons and of the contracting agency.
- 6.0 CONFLICT OF INTEREST:** Private and non-profit corporations are bound by ss. 180.0831, 180.1911(1), and 181.0831 Wis. Stats., regarding conflicts of interests by directors in the conduct of state contracts.
- 7.0 RECORDKEEPING AND RECORD RETENTION:** The contractor shall establish and maintain adequate records of all expenditures incurred under the contract. All records must be kept in accordance with generally accepted accounting procedures. All procedures must be in accordance with federal, state and local ordinances.

The contracting agency shall have the right to audit, review, examine, copy, and transcribe any pertinent records or documents relating to any contract resulting from this bid/proposal held by the contractor. The contractor will retain all documents applicable to the contract for a period of not less than three (3) years after final payment is made.
- 8.0 INDEPENDENT CAPACITY OF CONTRACTOR:** The parties hereto agree that the contractor, its officers, agents, and employees, in the performance of this agreement shall act in the capacity of an independent contractor and not as an officer, employee, or agent of the state. The contractor agrees to take such steps as may be necessary to ensure that each subcontractor of the contractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the state.

Vendor Information DOA 3477

STATE OF WISCONSIN
DOA-3477 (R05/98)

Bid / Proposal # _____

Commodity / Service _____

VENDOR INFORMATION

1. BIDDING / PROPOSING COMPANY NAME _____
FEIN _____

Phone () _____ Toll Free Phone () _____

FAX () _____ E-Mail Address _____

Address _____

City _____ State _____ Zip + 4 _____

2. Name the person to contact for questions concerning this bid / proposal.

Name _____ Title _____

Phone () _____ Toll Free Phone () _____

FAX () _____ E-Mail Address _____

Address _____

City _____ State _____ Zip + 4 _____

3. Any vendor awarded over \$25,000 on this contract must submit affirmative action information to the department. Please name the Personnel / Human Resource and Development or other person responsible for affirmative action in the company to contact about this plan.

Name _____ Title _____

Phone () _____ Toll Free Phone () _____

FAX () _____ E-Mail Address _____

Address _____

City _____ State _____ Zip + 4 _____

4. Mailing address to which state purchase orders are mailed and person the department may contact concerning orders and billings.

Name _____ Title _____

Phone () _____ Toll Free Phone () _____

FAX () _____ E-Mail Address _____

Address _____

City _____ State _____ Zip + 4 _____

5. CEO / President Name _____

This document can be made available in accessible formats to qualified individuals with disabilities.

VENDOR REFERENCE

FOR VENDOR: _____

Provide company name, address, contact person, telephone number, and appropriate information on the product(s) and/or service(s) used for four (4) or more installations with requirements similar to those included in this solicitation document. If vendor is proposing any arrangement involving a third party, the named references should also be involved in a similar arrangement.

Company Name _____

Address (include Zip + 4) _____

Contact Person _____ Phone No. _____

Product(s) and/or Service(s) Used _____

Company Name _____

Address (include Zip + 4) _____

Contact Person _____ Phone No. _____

Product(s) and/or Service(s) Used _____

Company Name _____

Address (include Zip + 4) _____

Contact Person _____ Phone No _____

Product(s) and/or Service(s) Used _____

Company Name _____

Address (include Zip + 4) _____

Contact Person _____ Phone No. _____

Product(s) and/or Service(s) Used _____

This document can be made available in accessible formats to qualified individuals with disabilities.

DESIGNATION OF CONFIDENTIAL AND PROPRIETARY INFORMATION DOA 3027

The attached material submitted in response to Bid/Proposal #_____ includes proprietary and confidential information which qualifies as a trade secret, as provided in s. 19.36(5), Wis. Stats., or is otherwise material that can be kept confidential under the Wisconsin Open Records Law. As such, we ask that certain pages, as indicated below, of this bid/proposal response be treated as confidential material and not be released without our written approval.

Prices always become public information when bids/proposals are opened, and therefore cannot be kept confidential.

Other information cannot be kept confidential unless it is a trade secret. Trade secret is defined in s. 134.90(1)(c), Wis. Stats. as follows: "Trade secret" means information, including a formula, pattern, compilation, program, device, method, technique or process to which all of the following apply:

- 1. The information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use.
- 2. The information is the subject of efforts to maintain its secrecy that are reasonable under the circumstances.

We request that the following pages not be released

Section	Page #	Topic
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

IN THE EVENT THE DESIGNATION OF CONFIDENTIALITY OF THIS INFORMATION IS CHALLENGED, THE UNDERSIGNED HEREBY AGREES TO PROVIDE LEGAL COUNSEL OR OTHER NECESSARY ASSISTANCE TO DEFEND THE DESIGNATION OF CONFIDENTIALITY AND AGREES TO HOLD THE STATE HARMLESS FOR ANY COSTS OR DAMAGES ARISING OUT OF THE STATE'S AGREEING TO WITHHOLD THE MATERIALS.

Failure to include this form in the bid/proposal response may mean that all information provided as part of the bid/proposal response will be open to examination and copying. The state considers other markings of confidential in the bid/proposal document to be insufficient. The undersigned agrees to hold the state harmless for any damages arising out of the release of any materials unless they are specifically identified above.

Company Name	_____
Authorized Representative	_____ Signature
Authorized Representative	_____ Type or Print
Date	_____

